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AGREEMENT

BY AND BETWEEN

CITY OF CANANDAIGUA, NEW YORK

AND

CANANDAIGUA POLICE BENEVOLENT ASSOCIATION

AFFILIATED WITH

COMMUNICATIONS WORKERS OF AMERICA LOCAL 1170

FOR

1/1 12/31  
2008 - 2009

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUN 29 2009

ADMINISTRATION

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## AGREEMENT

This Agreement is made and entered into this                      day of                      2009.  
By and between the City of Canandaigua, New York, a municipal subdivision of the State of New York, hereinafter designated as the "Employer", and the Canandaigua Police Officers Association, hereinafter designated as the "Association", affiliated with Local 1170 Communications Workers of America.

## WITNESSETH

WHEREAS, the Employer and Association as parties to this Agreement are desirous of entering into a written contract with respect to salaries, hours and other conditions of employment; and

WHEREAS, the parties hereto recognize that complete and uninterrupted service is of vital importance to the health, welfare, safety, and comfort of the community, and desiring to establish a standard of wages and other conditions under which members of the Association shall work for the Employer during the term of this Agreement; and

WHEREAS, the parties hereto desire to regulate relations between the parties with a view of securing harmonious cooperation of service to the community;

NOW, THEREFORE, in consideration of the following covenants, it is hereby agreed as follows:

### ARTICLE I - RECOGNITION

1. The Employer recognizes the Association as the sole and exclusive representative for all sworn police officers under the rank of Sergeant which are listed in Appendix A and so recognized by the City Council.
2. The Association shall represent all officers recognized by the City Council with their titles so classified, listed and attached in Appendix A.

### ARTICLE II - NO STRIKE - NO LOCK OUT

1. The Association will not call, cause, assist, encourage, participate in, condone, ratify or sanction, nor will the officers engage in any strike, sitdown, slowdown, picketing, boycott, stoppage of work, or other interference with the operations of the Employer during the period of this Agreement.
2. The Employer agrees that it will not lock out officers during the period of this Agreement.

### ARTICLE III - MANAGEMENT RIGHTS

1. The provisions of this Agreement shall be expressly limited to salaries, benefits, and other conditions of employment for officers of the Association and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this Agreement. Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as:

- a. the functions and programs of the Employer,
- b. standard of service;
- c. its overall budget;
- d. the utilization of technology;
- e. the organizational structure; and
- f. selection and direction of personnel.

The above set forth management rights are by way of example, but not by way of limitation.

2. The Association, on behalf of the officers, agrees to cooperate with the Employer to attain and maintain maximum service and efficiency.

### ARTICLE IV - GENERAL CONDITIONS

In addition to the conditions that may be provided elsewhere in this Agreement, the following shall be observed:

1. It is the policy of the Employer and the Association that there will be no discrimination against any officer or applicant for employment on account of race, color, creed, sex, age, or national origin. In addition, there shall be no discrimination, restraint, or coercion against any officer because of membership in the Association or official Association business.

2. Words used in this Agreement in the masculine gender shall include the feminine and neuter.

3. The law governing this Agreement shall be the Public Employees' Fair Employment Act and such provisions of the Civil Service Law, local laws, and Charter of the City of Canandaigua, and rules and regulations of the Police Department, which are not inconsistent with said Agreement.

4. It is the purpose of this Agreement to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), as amended, to provide orderly collective negotiation relations between the Employer and the Association, to secure prompt and equitable disposition of grievances and to establish fair wages, hours and working conditions for the officers covered by this Agreement.

## ARTICLE V - COMPENSATION

1. Appendix A, attached and made a part of this Agreement, displays the wage schedule to be paid for all classifications represented by the Association as agreed upon by both parties.

Cost of Living Clause: It is agreed that should the consumer price index exceed 10.4% over the term specified below, the difference between 10.4% and the actual increase in the consumer price index shall be added to all wages earned in calendar year 2007. Therefore, in September 2007, or as soon thereafter as possible, the cost of living shall be calculated for the period of July 2004 through July 2007. If the percentage increase is 10.4% or less, nothing more shall be done. If the percentage is greater than 10.4%, then the actual increase shall be added to all wages earned in the 2007 calendar year. The consumer price index shall be computed by United States Bureau of Labor Statistics (BLS) using the following series: Northeastern urban cities as similar in size to Canandaigua as the BLS provides at the time (currently Size Class B/C); Urban Wage Earners and Clerical Workers; and all items less medical care. [This clause has expired]

2. In any case, when an officer of the Police Department is temporarily required to serve as a Sergeant when a Sergeant is not on duty, said patrolman shall receive the entrance rate of that class or 10% above the officer's current rate, whichever is higher.

3. Officers working between the hours of 4:00 pm to 8:00 am shall be paid the following in addition to their normal compensation for such shift:

January 1, 2008 – 8%

January 1, 2009 – 8%

4. For the purpose of salary or compensation computations, be it here and now agreed that anniversary dates for all officers of the Association shall be in accordance with the following schedule:

- a. Anniversary dates of employment will be the basis of all increment raises.
- b. Increases in salary will be effective at the start of the fiscal year.
- c. In the event an officer is promoted, his increase in salary shall begin at the start of the pay period following the date of promotion.

5. In addition to the normal compensation provided in Appendix A, eligible officers with the required years of service shall be paid the following annually for longevity:

At least 5 years of continuous service	\$525
At least 10 years of continuous service	\$625
At least 15 years of continuous service	\$825
At least 20 years of continuous service	\$1025

6. The City will offer a Flexible Spending account program to all officers.

## ARTICLE VI - HOURS OF WORK & OVERTIME

1. The standard work day shall be eight (8) hours and the standard work week for uniform patrol officers shall be thirty-seven and one half (37 ½) hours which is the normal working schedule (four days on and two days off). Police officers performing other than uniform patrol duty (plain clothes) shall be scheduled for thirty-seven and one half (37 ½) hours per week, seven and one half (7 ½) hours per day, on a five (5) days on and two (2) days off schedule.

2. Officers shall be entitled to overtime compensation when they perform work in excess of the normal working schedule, or eight (8) hours in any work day. Overtime compensation will include all court time, including City Court. Such overtime worked shall be compensated at the rate of one and one half (1 ½) times the employee's normal compensation. All overtime must be verified by a Commanding Officer and approved by the Chief of Police.

3. Effective March 13, 1989 all officers will report to work fifteen (15) minutes before their scheduled start time. The fifteen (15) minutes shall be paid at straight time; all hours worked after eight (8) hours a day shall be paid at time and one half (1 ½). The only exception is the fifteen (15) minutes per day show-up time. Each officer will receive the fifteen (15) minutes per day show-up time 52 weeks a year. Effective January 1, 1998, Officers must be present at shift briefings to receive briefing pay.

4. Officers required to be on-call shall receive ¾ hour straight time as awarded time, or the take home car option, per day.

5. All officers will be paid a minimum of three (3) hours pay computed at time and one half (1 ½) for all call outs and a minimum of two (2) hours pay computed at time and one half (1 ½) for court time, providing said court time is not concurrent with scheduled duty time. Tours may be altered when an officer is scheduled for a court appearance, provided he shall be off duty a minimum of sixteen (16) hours and is scheduled to work that day.

6. It shall be the policy of the Department to provide uniformed officers of the Patrol Division sixteen (16) hours of off-duty time between tours of duty. In the event an officer is required to report for duty in a time period of less than sixteen (16) hours since his previous full tour of duty, he shall be granted time and one half (1 ½) pay for those hours worked which occur within the sixteen (16) hour period since his last full tour of duty. This policy shall be in effect in all cases except on those occasions when a shortage of personnel is created by the use of a personal leave day by another officer.

7. Uniformed Police Officers of the Patrol Division with a minimum of two (2) years of service with the Canandaigua Police Department shall be eligible for a fixed shift assignment. Such assignments shall be subject to the following conditions:

- a. Fixed shift assignments shall be bid each January 1<sup>st</sup>. One (1) month prior to this bid, a notice shall be posted in the Police Department notifying eligible officers of the opportunity to bid for a fixed shift assignment and the process to be followed to do so.

- b. At least one (1) Police Officer with a minimum of six (6) years of service shall be assigned by the City to each shift.
  - c. At his/her discretion, the Police Chief shall have the authority to assign or transfer any Officer to any shift at any time during the year. Reasons for such assignment shall include, but not be limited to, any of the following:
    1. A need for a particular Police Officer's technical expertise on a shift.
    2. Disciplinary reasons.
    3. Special needs or circumstances of a Police Officer (e.g. educational courses, specialized assignments or personal matters).
    4. Court appearance requirements of a Police Officer.
8. Accumulated compensatory time may be paid for in cash one time each year to each officer, in an amount and at a time to be selected by each officer.

#### ARTICLE VII – HOLIDAYS

1. All officers shall be entitled to the following holidays with pay. Payment for these holidays (11 days pay) shall be made in the first week of December each year.

New Year's Day	Fourth of July
President's Day	Labor Day
Martin Luther King Day	Columbus Day
Easter Sunday	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

2. When an officer works his regular scheduled shift and the majority of the hours worked are on any contract holidays, they will be paid for that work at straight time, and will also be entitled to an additional compensatory day off. In addition, officers working overtime on Independence Day, Thanksgiving Day, or Christmas Day will be paid at one and one half (1 ½) time for those hours worked and if working 7.5 hours or more with the majority of the hours worked falling on one of these three days they will also be entitled to an additional awarded day off. When working overtime on any other than the above stated holidays, the officer would not receive the additional day off. \*\* Should the current shift schedule (0600-1400, 1400-2200, 2200-0600 hrs.) change this section would be reopened for negotiation to reflect such change. \*\* Holidays earned will be converted to hours compensatory time and may be used in four (4) hour blocks within the stipulations set by ADMINISTRATIVE ORDER #1/01 dated February 1, 2001 as per the current agreement between the Chief of Police and the PBA.

3. Officers may be given off said holiday with pay at the discretion of the Chief of Police and as long as it does not interfere with operating efficiency of the Department. No officer, who is scheduled to work, may take off on a holiday, except for illness, without approval of the Chief of Police.

4. A holiday occurring during a period of vacation or authorized leave other than leave of absence shall not be included in computing such vacation time or authorized leave. An officer shall not be paid for both the holiday and vacation day and may take the vacation day another time consistent with the needs of the Department.



## ARTICLE VIII - VACATIONS

Effective January 1, 1995, officers shall receive vacation leave based upon the following schedule:

### LENGTH OF SERVICE

2 <sup>nd</sup> Calendar Year	10 days
4 <sup>th</sup> Calendar Year	15 days
11 <sup>th</sup> Calendar Year	20 days
18 <sup>th</sup> Calendar Year	25 days

In years of additional vacation credits, the officer shall be allowed to select the additional vacation days in January, but the selection must be for time after the officer's anniversary date.

Vacation shall start on the first tour of a set of tours and continue for an officer's regular work week in consecutive days.

2. Newly appointed employees shall be credited with eight-tenths (.8) days vacation for each month worked during the calendar year of appointment.

3. Officers will not be granted vacation time until they have satisfactorily completed their first six (6) months. After six months of service, an officer shall be granted up to five days vacation provided it occurs within the calendar year of appointment. In cases which an officer's appointment date precludes the possibility of utilizing earned vacation in the calendar year of appointment, the officer may carry over earned vacation into the second calendar year of employment.

4. Seniority shall be used in giving preference to vacation selection. Seniority shall be based on the continuous length of service as a full-time officer in this police department. The anniversary date of an officer with this department shall be the sole determinant of seniority within the rank of Police Officer. Officers appointed on the same date shall alternate seniority from one year to another.

5. Vacation selection shall be done annually by weeks. In the Patrol Division only, the following rules will apply:

- a. First, Sergeants will select their desired weeks of vacation by seniority from among the 52 weeks in the year, no more than one (1) Sergeant per week.
- b. Second, Patrolmen will select their desired weeks by seniority from among the 52 weeks in the year and all weeks not previously selected by Sergeants. No more than one (1) Patrolman shall be off per week, except two (2) may be off when the second selection invades a week not previously selected by a Sergeant.

c. Since the past vacation selection process involved both the PBA and the Gold Badge Club, it was agreed that the PBA would participate in jointly negotiating a new vacation selection procedure with the Gold Badge Club and the City.

6. The Chief of Police shall determine how many officers may be off at one time and when to schedule vacations in a manner that will not affect the operations of the department.

7. Vacations may not be accumulated from year to year except under unusual conditions and only with the approval of the Chief of Police and the City Manager.

8. At least two (2) weeks notice must be given to the Chief of Police before vacation will be granted.

9. With respect to signing on sick leave while on vacation, officers who have a major illness or injury while on vacation may use their sick leave for the remainder of the illness and have their vacation time retained, provided proper notice is given and a doctor's certificate is presented.

#### ARTICLE IX - SICK LEAVE

1. All officers shall be entitled to accumulate one (1) day of sick leave per month worked.

2. Each officer must notify the desk officer within one (1) hour of the designated starting time of his tour of duty on any day on which he is sick. The designated time of call-in shall be at the discretion of the Chief of Police, but must be within the one (1) hour limitation.

3. After all accumulated sick leave plus any accrued vacation has been used, an officer with a minimum of five (5) years of continuous service may be granted additional sick leave at one-half (1/2) pay, upon the recommendation of the Chief of Police and the approval of the Common Council.

4. Effective January 1, 1990 after December 1<sup>st</sup> of each year, an officer may trade any accrued sick leave days from the previous twelve (12) months back to the City for a cash payment equal to 50 percent of their current day rate. Officers must maintain a minimum of 48 days in their sick time bank before they can trade sick days back for payment.

5. Upon retirement, officers shall receive a lump sum payment of forty-six dollars (\$46) per day of unused sick leave not to exceed 175 days.

6. If an officer uses no sick leave for a six (6) month period, they shall receive four (4) hours compensatory time at straight time.

7. All officers have the right to donate as much sick time as each officer sees fit when another officer is unable to work due to illness, injury, or personal medical issues, and that officer is in need of donated time. The officer in need must deplete all other earned time-off banks (vacation, personal, holiday, comp) prior to receiving the donation of sick time.

## ARTICLE X - OTHER LEAVES

1. **Bereavement Leave:** Four (4) days leave with pay shall be granted for death within the immediate family of an officer upon satisfactory evidence of same to the Chief of Police. Immediate family shall include the officer's mother, father, step-parents, husband, wife, grandparents, sons, daughters, step-children, brothers, sisters, mother-in-law, father-in-law or legally adopted child.

One (1) day leave with pay shall be granted for each death of the following: grandchild, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

2. **Personal Leave:** Each officer shall be allowed three (3) personal leave days per year with no restrictions. Such days shall not be accumulated from year to year. Requests for such days must be made at least forty-eight (48) hours in advance to the Chief of Police. In the event of an emergency, an officer may take personal leave without the forty-eight (48) hours notice only with the approval of the Chief of Police.

For any personal days unused during the calendar year, the Employer will pay an officer an amount equal to the officer's current daily wage rate (as of December 1<sup>st</sup> for each unused personal leave day. Payment will be made the first pay period of December. Officers terminated for just cause, however, will not be reimbursed for any unused personal days.

3. **Leave of Absence:** A leave of absence may be granted only upon the recommendation of the Chief of Police and the approval of the City Council.

4. **Jury Duty Pay:**

A. Any police officer, who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the city his full daily salary provided he turns over to the City all stipends received for serving on jury duty.

B. The officer must notify the city or its designee immediately upon receipt of a summons for jury service.

C. Adequate proof of time served on jury must be timely presented.

D. All officers shall be absent from work only during the times actually required by the courts. If excused before four (4) hours has elapsed, the officer shall report for regular police duty.

## ARTICLE XI - INSURANCE & RETIREMENT

1. **Medical Insurance:** All full-time officers shall be provided with the Blue Choice Value Plan or the Preferred Care Opportunity Plan, at the officer's option. Officers hired before October 11, 2005 but with less than five years of service with the City shall pay five dollars per month for a single policy and ten dollars per month for other policies. Officers hired after October 11, 2005 shall pay five percent of the health insurance premium for the first ten years of employment with the City. New officers hired after the ratification of this Agreement shall pay ten percent of the health insurance premium.

**2. Health Reimbursement Arrangement (IRS Section 105 Plan):** All full-time officers shall be provided with an HRA, as follows:

Officers with a single health insurance policy: \$325 per year

Officers with a two person health insurance policy: \$625 per year

Officers with a family or family-no-spouse health insurance policy: \$925 per year

Officers who were hired prior to January 8, 1995, shall be provided with an HRA as follows:

Officers with a single health insurance policy: \$500 per year

Officers with a two person health insurance policy: \$950 per year

Officers with a family or family-no-spouse health insurance policy: \$1,200 per year

The above HRA employer contribution amounts shall be credited to officers on January 1 of each year. At the time of the annual employer contributions, the above HRA annual employer contributions shall be allowed to accumulate up to a maximum of three times the annual contribution amounts.

If an officer has a Flexible Spending Account, the Flexible Spending Account shall be used before the HRA to fund eligible health care costs.

In addition to the above employer contributions amounts, the City shall pay, through an HRS, any health insurance co-pay amounts for chemotherapy, radiation therapy, and kidney dialysis.

**3. Retiree Health Insurance:** If an employee retires with fifteen years of continuous full-time service with the City, the City shall provide the above health insurance and HRA plans, or other base plan that is offered to current officers, to such retirees until age sixty-five, or Medicare eligible, whichever is earlier. Retiree is required to notify the City of any changes in health insurance status. If such retiree moves to an area in which the above base plan is not available, the City shall make a payment equal to the base plan, to the health insurance provider of the retiree. If such payment cannot be made directly to the health insurance provider, the payment shall be made to the retiree upon proof that the retiree has such health insurance.

After age sixty-five, retirees shall be permitted to continue to use any remaining balance in their HRA account. In the year in which the retiree reaches age sixty-five, the HRA contribution for that year shall be fifty percent of the annual amount if the retiree's 65<sup>th</sup> birthday is in the first six months of the year and shall be the total annual amount if the retiree's birthday is in the last six months of the year.

**4.** In the event any officer dies as a result of a line of duty incident, or contracts hepatitis in the line of duty, the City shall reimburse the officer's family up to \$2,250.00 for funeral expenses, plus the family shall receive Blue Cross/Blue Shield Health Insurance and Dental Insurance for a one year period. The family may also participate in the Health Insurance buyback provision for the one year period as an alternative. (Family for the purpose of medical insurance shall be as defined in the medical contract in place at the time of death.)

5. Officers who decline health insurance coverage with the City shall receive a payment from the City equal to either (1) \$3,750, for those eligible for family coverage, or \$1750, for those eligible for single coverage, or (2) 50% of the premium which would have been paid by the City for a standard Blue Choice Plan during the prior 12 months, whichever is greater.

The Payment shall be made on the day after the full year requirement has been met and will be subject to applicable withholdings. The officer shall have the right to return to the City's group coverage upon a change in status subject to limitations imposed by the carrier or during any open enrollment periods. This selection shall not apply to dental coverage.

6. Dental Insurance: The Employer shall contribute to Local 1170 C.W.A. Dental Trust Fund the following contributions:

Effective	2008	2009
Single Plan	\$39.00	\$39.00
Family Plan	\$57.00	\$57.00

7. Life Insurance: The Employer will pay all costs of obtaining and providing each officer in the Association a minimum guaranteed death benefit through the New York State Retirement System under which he has the Retirement Plan, or under Section 260(b), whichever covers the employee.

8. Retirement: The Employer will provide and maintain a twenty (20) year noncontributory retirement plan under Section 384(d) of the New York State Retirement Plan System or a twenty-five (25) year non-contributory retirement plan under Section 384 of the New York State Retirement System.

## ARTICLE XII - GRIEVANCE PROCEDURE

1. The Employer recognizes the rights of officers to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this Agreement.

2. The Association shall submit the names of six (6) designated representatives in writing to the City Manager. For purposes only of the grievance steps below, working days include Mondays through Fridays and exclude holidays.

3. All disputes between the Employer and the Association or between the Employer and any of its officers relating to this Agreement, its meaning, application or interpretation, shall be settled in accordance with the following grievance procedure:

STEP ONE: Within fifteen (15) working days from the date of occurrence, or date when the grievant knew or should have had reasonable knowledge thereof, the grievant shall direct the committee to deliver in writing said grievance to the Chief of Police for review.

STEP TWO: The Chief of Police shall meet with the aggrieved officer and the Association grievance committee within five (5) working days after receiving said written notification. Within fifteen (15) working days after the close of said meeting, the

Chief of Police shall notify in writing the officer, the Local President and the C.W.A. of his decision on said grievance.

**STEP THREE:** If an officer presenting the grievance is not satisfied with the decision of the Chief of Police, he may within five (5) working days after receiving notification of said decision request a review and determination by the City Manager. The City Manager shall hold a hearing within ten (10) days after receiving written request for review. At least three (3) days notice of time and place shall be given to the officer, the officer's representative, if any, and the Association shall be entitled to represent the officer in said proceedings. The City Manager shall make his decision within ten (10) days after the closing of said hearing. A written copy of this decision shall be given to the officer, the Local President of the C.W.A., and the Chief of Police.

**STEP FOUR:** If both the officer and/or the Association is not satisfied with the decision of the City Manager, arbitration may be requested in writing within twenty (20) working days after the decision is rendered at Step Three. The parties will request a list of seven (7) arbitrators from the Public Employment Relations Board and shall strike names alternately until one remains who shall be the arbitrator. The decision of the arbitrator shall be final and binding; however, the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify, alter, subtract from or add to its terms. All expenses with respect to the arbitrator shall be borne equally by the parties, but each party shall bear its own costs with respect to all other expenses, including witnesses. The arbitrator shall issue his award within thirty (30) calendar days after the hearing is closed.

4. Time limits of this article may be extended by mutual agreement.

### ARTICLE XIII - RECIPROCAL RIGHTS

1. A maximum of two (2) officers who are designated to represent the Association shall have the right to attend State-wide conventions and meetings of the Police Conference to which they belong without loss of time or pay, provided at least one (1) week's notice is given to the Chief of Police.

2. All officers of the Police Officers Association shall be permitted to attend one (1) monthly meeting of the Association while on duty but subject to call, provided a minimum of two (2) uniformed officers are on patrol at all times.

3. The Association shall be allowed to maintain a bulletin board on the premises of the Police Station in order to post notices and communications.

4. The Association President and the Chief Steward will be allowed a maximum of six (6) days total between them to attend meetings of the C.W.A., without pay.

5. The Employer shall provide to each officer a copy of each documentation entered in the officer's personnel file at the time of entry. An officer shall be allowed to prepare a response to documentation entered in his personnel file.

#### ARTICLE XIV - EDUCATION BENEFITS

1. If other Federal and State funds are not available, the Employer will pay for all costs of tuition, books, and fees of all police officers upon satisfactory completion of each semester of study in Police Science/Criminal Justice courses or required courses of a matriculated student at any college offering a Police Science/Criminal Justice course.

2. Each officer must submit his or her request in writing to the Police Chief. Payment will be made in advance by the Employer. Upon completion of the course, the officer must submit proof of completion with a satisfactory grade or refund the money.

#### ARTICLE XV - CLOTHING ALLOWANCE

1. Effective January 1, 2003, each uniform patrol officer shall have a uniform allowance of \$420.00 per year to be used at the discretion of each individual. Article of authorized uniforms shall include hats, shirts, ties, slacks, shoes, boots, gloves, jackets, and winter sweater.

2. All leather goods, badges, weapons, and other items of the authorized uniform shall be purchased by the Employer upon approval of the Chief of Police.

3. Effective January 1, 2003, officers of the force assigned by the Chief of Police to work in plain clothes for less than six (6) months may use whatever remains unspent of their \$420.00 uniform allowance toward the purchase of professional civilian clothing. Officers assigned for more than six months will have a \$575.00 clothing allowance to be used for the purchase of professional civilian clothing.

4. The Employer will replace or repair any part of the authorized uniform damaged in the line of duty.

5. The Employer will pay for dry cleaning of uniforms under the following schedule. The Employer shall provide two (2) changes of uniforms per four (4) day shift. Each change shall consist of a shirt and a pair of trousers. In addition, the Employer shall provide at least two (2) cleanings of winter jackets and one (1) cleaning of spring jackets.

a. The Employer shall designate the cleaner to be used.

b. In lieu of the above, the Employer shall provide a \$250.00 cleaning allowance to officers of the force assigned to work in plain clothes, pro-rated for those assigned less than twelve (12) months.

6. Officers will be entitled to reimbursements for personal effects damaged in the line of duty including only eyeglasses, watches, contact lenses, and sunglasses. Said reimbursement shall be \$100.00 per incident, up to \$300.00 per year.

## ARTICLE XVI - LAYOFFS

1. In the event of general layoff, officers will be laid off first on the basis of least seniority or according to State Civil Service Law. In the event of a layoff, or a particular operation is discontinued, 30 days notice will be given to the officers affected.

2. Any officer laid off due to a lack of work or elimination of an operation shall receive severance pay in the amount of one week's base pay for each full year of service. This provision shall not apply to any officer with six (6) months service or less.

## ARTICLE XVII - BILL OF RIGHTS

Nothing in this section shall be construed to limit the right of the City to correct the actions of officers, or to counsel them without imposing discipline, or to take corrective measures to improve conduct and performance, which do not constitute discipline.

Should the City undertake an investigation of the conduct of an officer, which may lead to discipline, the officer shall be entitled to the rights and protections listed below. However, these procedures shall not apply to normal and routine inquiries by command concerning an officer's activities. In imposing discipline on an employee, a hearing officer or an arbitrator shall consider the effect of a failure to follow any of the procedures below.

1. The officers shall be informed of the identity of the officer in charge of the investigation as well as that of the officer conducting the interview and all persons present during the interview.
2. The officer shall be informed of the nature of the investigation, including any allegations made against him, before an interview starts.
3. The officer shall have the right to have present a representative of the Union, or he or she may waive such right to representation, provided that the presence of a representative shall not delay or interfere with the interview. The representative shall have an opportunity to pose questions to the officer at the conclusion of the investigating officer's questioning. The officer shall also have the right to make a statement. The Union representative shall not interfere with or impede the investigation.
4. The officer shall have the right to a copy of any statement he or she makes to the investigating officer free of charge, provided the statement is reduced to writing. The Union may tape the investigation interview if they want a taped record.
5. Prior to the filing of department charges, the officer shall be afforded an opportunity to speak to the charging officer, if this is feasible under the circumstances and if the officer has not had the opportunity to present his or her views during the investigation.
6. The officer shall be given a copy of any warning or memorandum entered in his personnel file. He or she shall have the right to submit a written response for entry into such a file.
7. Formal discipline shall be subject to applicable Civil Service Law procedures unless the officer, with the consent of both the Union and the City, agrees to make a binding election to use the arbitration provisions contained in Article XII of this Agreement.



8. The City will give the officer notice of its concerns regarding his or her conduct or performance within 60 days of the discovery of the acts or omissions that would constitute the basis for discipline, except that such limitation shall not apply where the alleged act would, if proved in a court of appropriate jurisdiction, constitute a crime.
9. The interview of any officer shall be at a reasonable hour, preferably when the officer is on duty, and during daylight hours, unless the urgency of the investigation, as determined by the Chief, dictates otherwise.
10. The City may request, but may not order, an officer to take a polygraph test. Refusal by an officer shall not be used against said officer.
11. At the conclusion of the investigation, the officer will be informed that a) the investigation is concluded, and b) whether any disciplinary or criminal charges will or will not be forthcoming.
12. The City acknowledges that a recent change in State law effectively modifies the Bill of Rights section of the Collective Bargaining Agreement so as to provide the PBA members with the right to have a Union Representative present when they are directed to prepare a written statement of their work related activity which may lead to discipline. The City has every intention of abiding by the provisions of this State law for as long as it is in effect.

#### ARTICLE XVIII - TRAINING

The Employer will schedule thirty-two (32) hours per officer of paid instructional training required annually. These hours will be scheduled on the officer's regular days off and the first twenty (20) hours will be paid at straight time, and the last twelve (12) hours only will be paid at a time and one-half (1 ½) rate. Any four (4) hours of training or part thereof will be paid in four (4) hour blocks. Officers will make every reasonable effort to complete this training each year, and the City will make every effort to insure full communications and reasonable scheduling of training takes place to encourage maximum participation. The PBA and City will meet promptly and work towards resolving any issue that is not in compliance with the spirit of this Award. The Union and the City shall attempt to reach an agreement on a procedure for training, which is subject to membership approval.

#### ARTICLE XIX - MISCELLANEOUS

1. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
2. Effective January 1, 1983, an Equipment Committee consisting of two (2) officers appointed by the Employer and two (2) officers from the bargaining unit appointed by the Association shall

examine the equipment needs of unit officers and make recommendations concerning such needs to the City. The Employer shall make determinations on what equipment to buy.

3. The Employer shall provide for the defense of a police officer against whom a civil complaint is filed arising out of an incident in the line of duty with the Police Department, except for acts of willful misconduct, at no cost to the police officer.

4. The Employer will deduct regular uniform monthly dues from the pay of each unit officer who authorizes the Employer to do so in writing, while such authorization continues in force. The amount of regular uniform dues shall be indicated to the Employer by the Association in writing. Such dues will be remitted monthly to the Association by check mailed to an address designated in writing by the Association.

**5. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

#### ARTICLE XX - DEFERRED COMPENSATION

The Employer will provide a Deferred Compensation Plan for any officer. The Employer will not contribute to said plan.

#### ARTICLE XXI - INDEMNIFICATION

The City has every intention of abiding by the provisions of these State Laws for as long as they are in effect. Any officer of the City of Canandaigua is protected by virtue of the fact the City Council, in 1980, adopted Article 18 of the Public Officers Law. This law provides that the Employer will be responsible for paying the costs of legal defense when an officer is sued for actions arising from the course of his employment. The Employer will also be responsible in the amount of any judgment that might be granted, provided that the act or omission in question occurred while the officer was acting within the scope of his/her public employment or duties, as determined by the provisions of Article 18.

Furthermore, protection to municipal police officers is afforded by section 50, General Municipal Law which guarantees that a municipality cannot sidestep its responsibilities under Article 18. The City has every intention of abiding by the provisions of these State Laws for as long as they are in effect.

It is the opinion of the City's attorneys that these provisions of law protect our officers from personal liability. In fact, we are currently providing for the costs of defense of several current or former PBA members and the provisions of Article 18 are responsible for this unchallenged benefit.

## ARTICLE XXII – EARLY TRANSFERS

Officers that the City has paid to send to a police academy are required to reimburse the City if they transfer to another police department during their first three years of employment.

## ARTICLE XXIII – BI-WEEKLY PAYROLL

The parties agree that at the City's request, a bi-weekly payroll study committee will be formed with representation by the City, the Union, and other Unions who have agreed to such study committee. The purpose of the study committee will be to study the possible implementation of a bi-weekly payroll. This agreement does not indicate the Union's agreement that bi-weekly payroll will be implemented.

## ARTICLE XXIV- DURATION AND TERMINATION

This Agreement shall become effective January 1, 2008 and shall remain in effect up to and including midnight, December 31, 2009, and shall remain in effect from year to year thereafter unless either party gives notice of its desire to terminate this Agreement in accordance with the provisions of the Taylor Law prior to the end of any subsequent yearly period.

WITNESS the due execution of this Agreement this      day of                      , 2009.

CANANDAIGUA CITY MANAGER

BY: Kayla James

CANANDAIGUA  
POLICE OFFICERS ASSOCIATION

BY:

Jeffrey F. Cook

Donald A. Delano

Ed H. Hartz

John Pusloskie

## APPENDIX A

### Salaries for 2008-2009

	<u>2008</u>	<u>2009</u>
Starting Rate	43,567.00	44,656.00
After 1 year	46,902.00	48,075.00
After 2 years	47,955.00	49,154.00
After 3 years	50,072.00,	51,324.00
After 4 years	52,746.00	54,064.00
After 8 years	54,736.00	56,104.00
	(3.5%)	(2.5%)

